

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION at CINCINNATI

In re Dana A. Smith) Case No. 20-10333
Stephanie A. Smith)
) Chapter 13
) Judge Jeffery P. Hopkins
Debtor(s)

CHAPTER 13 PLAN

1. NOTICES

The Debtor has filed a case under chapter 13 of the Bankruptcy Code. A notice of the case (Official Form 309I) will be sent separately.

This is the Mandatory Form Chapter 13 Plan adopted in this District. Local Bankruptcy Rule ("LBR") 3015-1. "Debtor" means either a single debtor or joint debtors as applicable. "Trustee" means Chapter 13 Trustee. Section "§" numbers refer to sections of Title 11 of the United States Bankruptcy Code. "Rule" refers to the Federal Rules of Bankruptcy Procedure.

Unless otherwise checked below, the Debtor is eligible for a discharge under § 1328(f).

- ☐ Debtor _____ is **not eligible** for a discharge.
☐ Joint Debtor _____ is **not eligible** for a discharge.

☒ **Initial Plan**

☐ **Amended Plan** The filing of this Amended Plan shall supersede any previously filed Plan or Amended Plan and must be served on the Trustee, the United States trustee and all adversely affected parties. If the Amended Plan adversely affects any party, the Amended Plan shall be accompanied by the twenty-one (21) day notice. Rule 2002(a)(9). Any changes (additions or deletions) from the previously filed Plan or Amended Plan must be clearly reflected in bold, italics, strike-through or otherwise in the Amended Plan filed with the Court. LBR 3015-2(a)(1).

If an item is not checked, the provision will be ineffective if set out later in the Plan.

- ☐ **This Plan contains nonstandard provisions in Paragraph 13.**
☐ **The Debtor proposes to limit the amount of a secured claim based on the value of the collateral securing the claim. See Paragraph(s) 5.1.2 and/or 5.1.4.**
☐ **The Debtor proposes to eliminate or avoid a security interest or lien. See Paragraph(s) 5.4.1 and/or, 5.4.2 and 5.4.3.**

NOTICES TO CREDITORS: You should read this Plan carefully, including Paragraph 13 (Nonstandard Provisions), and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. Except as otherwise specifically provided, upon confirmation, you will be bound by the terms of this Plan. Your claim may be reduced, modified, or eliminated. The Court may confirm this Plan if no timely objection to confirmation is filed.

2. PLAN PAYMENT AND LENGTH

2.1 Plan Payment. The Debtor shall pay to the Trustee the amount of \$ 1,317 per month. [Enter step payments below, if any.] The Debtor shall commence payments within thirty (30) days of the petition date.

2.1.1 Step Payments, if any: Beginning January, 2021, \$1445, then in May, 2021 \$1645 for the duration of the plan _____

2.2 Unsecured Percentage

- ☒ **Percentage Plan.** Subject to Paragraph 2.3, this Plan will not complete earlier than the payment of 11 % on each allowed nonpriority unsecured claim.
- ☐ **Pot Plan.** Subject to Paragraph 2.3, the total amount to be paid by the Debtor to the Trustee is \$ _____. Assuming all claims are filed as scheduled or estimated by the Debtor, payment on each allowed nonpriority unsecured claim is estimated to be no less than _____ %. LBR 3015-1(c)(2).

2.3 Means Test Determination

- ☐ **Below Median Income.** Unless the allowed nonpriority unsecured claims are paid 100%, the projected length of the plan must be a minimum of thirty-six (36) months but not to exceed sixty (60) months.
- ☒ **Above Median Income.** Unless the allowed nonpriority unsecured claims are paid 100%, the projected length of the Plan must be sixty (60) months.

3. PRE-CONFIRMATION LEASE PAYMENTS AND/OR ADEQUATE PROTECTION PAYMENTS

Pre-confirmation personal property lease payments governed by § 1326(a)(1)(B) shall be made as part of the total plan payment to the Trustee. LBR 3070-1(a). Pre-confirmation adequate protection payments governed by § 1326(a)(1)(C) shall be made as part of the total plan payment to the Trustee. LBR 3070-1(b). The lessor/secured creditor must file a proof of claim to receive payment. LBR 3070-1(a) and (b).

	Name of Lessor/Secured Creditor	Property Description	Monthly Payment Amount	
			\$	

4. SECURED CLAIMS: TREATMENT, TIMING AND SERVICE REQUIREMENTS

- 4.1 Non-Governmental Unit Secured Claims. The Debtor may propose to limit the amount of a secured claim based on the value of the collateral securing the claim by the procedure proposed in Paragraphs 5.1.2 and 5.1.4. Further, the Debtor may propose to eliminate or avoid a security interest or lien by the procedure proposed in Paragraphs 5.4.1, 5.4.2 and 5.4.3. If the Debtor proposes to seek any of the above-stated relief by way of motion or claim objection, the motion or claim objection must be filed on or before the § 341 meeting of creditors or the confirmation hearing may be delayed. If a judicial lien or nonpossessory, nonpurchase-money security interest is discovered after confirmation of the Plan, a motion to avoid the judicial lien or security interest may be promptly filed after it is discovered.
- 4.2 Governmental Unit Secured Claims. A request to determine the amount of the secured claim of a governmental unit or to modify and eliminate the secured claim of a governmental unit may be made **only** by motion or claim objection. Rule 3012(c). Any motion or claim objection that includes a request to determine the amount of the secured claim of a governmental unit (including any such motion or claim objection that also includes a request to determine the amount of the secured claim of a non-governmental entity) may be filed **only** after the governmental unit files a proof of claim or after the time for filing one has expired. Rule 3012, advisory committee note (2017 Amendments).
- 4.3 Service Requirements. If the Debtor proposes to seek relief under Paragraphs 5.1.2, 5.1.4, 5.4.1, 5.4.2, or 5.4.3, the motion, Plan or claim objection, as applicable, must be served in the manner provided by Rule 7004 for service of a summons and complaint. Rule 3007(a)(2), Rule 3012(b), Rule 4003(d) and General Order 22-2.
- 4.4 Retention of Lien. The holder of any claim listed in Paragraphs 5.1.2, 5.1.4 and 5.4.1 will retain its lien on the property interest of the Debtor or the Debtor's estate until the earlier of --(a) payment of the underlying debt determined under nonbankruptcy law, (b) discharge of the underlying debt under 11 U.S.C. § 1328, or (c) completion of the Plan --at which time the lien will terminate and be released by the creditor

5. PAYMENTS TO CREDITORS

SUMMARY OF PAYMENTS BY CLASS

Class	Definition	Payment/Distribution by Trustee
Class 1	Claims with Designated Specific Monthly Payments	Paid first in the monthly payment amount designated in the Plan
Class 2	Secured Claims with No Designated Specific Monthly Payments and Domestic Support Obligations (Arrearages)	Paid second and pro rata with other Class 2 claims
Class 3	Priority Claims	Paid third and pro rata with other Class 3 claims
Class 4	Nonpriority Unsecured Claims	Paid fourth and pro rata with other Class 4 claims
Class 5	Claims Paid by a Non-Filing Co-Debtor or Third Party	Not applicable
Class 6	Claims Paid by the Debtor	Not applicable

Except as provided in Paragraph 3, the Trustee shall begin making distributions upon confirmation. To the extent funds are available, the maximum number of Classes may receive distributions concurrently. Notwithstanding the above, the Trustee is authorized within the Trustee's discretion to calculate the amount and timing of distributions as is administratively efficient.

5.1 CLASS 1 - CLAIMS WITH DESIGNATED SPECIFIC MONTHLY PAYMENTS

The following Class 1 claims shall be paid first in the monthly payment amount designated below. The plan payment is calculated in an amount that is sufficient for the Trustee to make a full monthly distribution on all Class 1 claims plus the statutory Trustee fee. If the Debtor makes a payment that is less than the full plan payment amount, the Trustee will make distributions on Class 1 claims in the order of priority set forth in the Bankruptcy Code.

5.1.1 Maintenance of Regular Mortgage Payments

Regular mortgage payments shall be calculated for payment starting the month after the filing of the petition. Arrearages shall be paid as Class 2 claims.

Trustee disburse.

	Name of Creditor	Property Address	Residence (Y/N)	Monthly Payment Amount	
				\$	

Debtor direct pay. Unless otherwise ordered by the Court, regular monthly mortgage payments may only be paid directly by the Debtor if the mortgage is current as of the petition date. LBR 3015-1(e)(1).

	Name of Creditor	Property Address	Residence (Y/N)	Monthly Payment Amount	
				\$	

5.1.2 Modified Mortgages or Liens Secured by Real Property ["Cramdown/Real Property"]

The following claims are subject to modification as (1) claims secured by real property that is not the Debtor's principal residence, (2) claims secured by other assets in addition to the Debtor's principal residence, or (3) claims for which the last payment on the original payment schedule for a claim secured only by a security interest in real property that is the Debtor's principal residence is due before the date on which the final payment under the plan is due. 11 U.S.C. §§ 1322(b)(2), (c)(2). To the extent that a claim is in excess of the value of the property, the balance in excess of the value of the property shall be treated as a Class 4 nonpriority unsecured claim. See Paragraph 4 for more information.

	Name of Creditor / Procedure	Property Address	Value of Property	Interest Rate	Minimum Monthly Payment	
	(Creditor) <input type="checkbox"/> Motion <input type="checkbox"/> Plan <input type="checkbox"/> Claim Objection		\$	%	\$	

5.1.3 Claims Secured by Personal Property for Which § 506 Determination is Not Applicable ["910 Claims/Personal Property"]

The following claims are secured by a purchase money security interest in either (1) a motor vehicle acquired for the Debtor's personal use within 910 days of the petition date or (2) personal property acquired within one year of the petition date. The proof of claim amount will control, subject to the claims objection process.

	Name of Creditor	Property Description	Purchase Date	Estimated Claim Amount	Interest Rate	Minimum Monthly Payment Including Interest	
	Global Lending Services	2017 Dodge Grand Caravan	2/2019	\$25,468	6%	\$504	
	1st Investors Financial Service	2013 GMC Sierra	2/2019	\$19,507	6%	\$386	

5.1.4 Claims Secured by Personal Property for Which § 506 Determination is Applicable ["Cramdown/Personal Property"]

The following claims are secured by personal property not described above in Paragraph 5.1.3. To the extent that a claim is in excess of the value of the property, the balance in excess of the value of the property shall be treated as a Class 4 nonpriority unsecured claim. See Paragraph 4 for more information.

	Name of Creditor / Procedure	Property Description	Purchase/ Transaction Date	Value of Property	Interest Rate	Minimum Monthly Payment Including Interest	
	(Creditor) <input type="checkbox"/> Motion <input type="checkbox"/> Plan <input type="checkbox"/> Claim Objection			\$	%	\$	

5.1.5 Domestic Support Obligations (On-Going) - Priority Claims under § 507(a)(1)

If neither box is checked, then presumed to be none.

☐ **Trustee disburse**

☐ **Debtor direct pay**

The name of any holder of any domestic support obligation as defined in § 101(14A) shall be listed below. If the Debtor becomes subject to a domestic support obligation during the Plan term, the Debtor shall notify his or her attorney and the Trustee.

	Name of Holder	State Child Support Enforcement Agency, if any	Monthly Payment Amount	
			\$	

5.1.6 Executory Contracts and Unexpired Leases

The Debtor rejects the following executory contracts and unexpired leases.

Notice to Creditor of Deadline to File Claim for Rejection Damages:

A proof of claim for rejection damages must be filed by the creditor within seventy (70) days from the date of confirmation of the Plan. Rule 3002(c)(4). Such claim shall be treated as a Class 4 nonpriority unsecured claim.

	Name of Creditor	Property Description	
	United Consumer Financial Services	Kirby sweeper	

The Debtor assumes the following executory contracts and unexpired leases. Unless otherwise ordered by the Court, all motor vehicle lease payments shall be made by the Trustee. LBR 3015-1(d)(2). Any prepetition arrearage shall be cured in monthly payments prior to the expiration of the executory contract or unexpired lease. The Debtor may not incur debt to exercise an option to purchase without obtaining Trustee or Court approval. LBR 4001-3.

Trustee disburse.

	Name of Creditor	Property Description	Regular Number of Payments Remaining as of Petition Date	Monthly Contract/Lease Payment	Estimated Arrearage as of Petition Date	Contract/Lease Termination Date	
				\$	\$		

Debtor direct pay.

	Name of Creditor	Property Description	Regular Number of Payments Remaining as of Petition Date	Monthly Contract/Lease Payment	Estimated Arrearage as of Petition Date	Contract/Lease Termination Date	
	Verizon Wireless	Cell phone service	21	\$300	\$0	11/2021	
	Progressive Leasing	bed frame	11	\$128	\$0	12/20/20	
	Acceptance Now	dining room	14	\$200	\$2	04/20/21	

5.1.7 Administrative Claims

The following claims are administrative claims. Unless otherwise ordered by the Court, requests for additional attorney fees beyond those set forth below will be paid after the attorney fees set forth below and in the same monthly amount as set forth below. LBR 2016-1(b).

	Name of Claimant	Total Claim	Amount to be Disbursed by Trustee	Minimum Monthly Payment Amount	
	Minnillo & Jenkins Co., LPA	\$3,700	\$2,900	347	

5.2 CLASS 2 - SECURED CLAIMS WITH NO DESIGNATED MONTHLY PAYMENTS AND DOMESTIC SUPPORT OBLIGATIONS (ARREARAGES)

5.2.1 Secured Claims with No Designated Monthly Payments

The following claims are secured claims with no designated monthly payments, including mortgage arrearages, certificates of judgment and tax liens. The proof of claim amount shall control, subject to the claims objection process. Class 2 claims shall be paid second and shall be paid pro rata with other Class 2 claims.

	Name of Creditor	Estimated Amount of Claim	
		\$	

5.2.2 Domestic Support Obligations (Arrearages) - Priority Claims under § 507(a)(1)

☐ Trustee disburse

☐ Debtor direct pay

The name of any holder of any domestic support obligation arrearage claim or claim assigned to or owed to a governmental unit and the estimated arrearage amount shall be listed below.

	Name of Holder	State Child Support Enforcement Agency, if any	Estimated Arrearage	
			\$	

5.3 CLASS 3 - PRIORITY CLAIMS

Unless otherwise provided for in § 1322(a), or the holder agrees to a different treatment, all priority claims under § 507(a) shall be paid in full in deferred cash payments. § 1322(a). Class 3 claims shall be paid third and shall be paid pro rata with other Class 3 claims.

5.4 CLASS 4 - NONPRIORITY UNSECURED CLAIMS

Allowed nonpriority unsecured claims shall be paid a dividend as provided in Paragraph 2.2. Class 4 claims shall be paid fourth and shall be paid pro rata with other nonpriority Class 4 claims.

5.4.1 Wholly Unsecured Mortgages/Liens

The following mortgages/liens are wholly unsecured and may be modified and eliminated. See *In re Lane*, 280 F.3d 663 (6th Cir. 2002). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at www.ohsb.uscourts.gov.

		Name of Creditor / Procedure	Property Address			
1		(Creditor)				
	<input type="checkbox"/> Motion <input type="checkbox"/> Plan					
		Value of Property	SENIOR Mortgages/Liens (Amount/Lienholder)		Amount of Wholly Unsecured Mortgage/Lien	
1	\$	\$	(Lienholder)	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> + X C </div>	\$	

5.4.2 Judicial Liens Impairing an Exemption in Real Property

The following judicial liens impair the Debtor's exemption in real property and may be avoided under § 522(f)(1) (A). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at www.ohsb.uscourts.gov.

		Name of Creditor / Procedure	Property Address	Value of Property	Exemption	
1		(Creditor)		\$	\$	
	<input type="checkbox"/> Motion <input type="checkbox"/> Plan			Debtor's Interest \$	Statutory Basis \$	
		OTHER Liens or Mortgages (Amount/Lienholder Name)		Judicial Lien	Amount of Judicial Lien to be Avoided	
1	\$	(Lienholder)	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> + X C </div>	\$	\$	
				Recorded Date <div style="border: 1px solid black; width: 80px; height: 20px; margin-top: 5px;"></div>	Effective Upon:	

5.4.3 Nonpossessory, Nonpurchase-Money Security Interest in Exempt Property

The following nonpossessory, nonpurchase-money security interests impair the Debtor's exemption in personal property and may be avoided under § 522(f)(1)(B). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at www.ohsb.uscourts.gov.

		Name of Creditor / Procedure	Property Description	Value of Property	Exemption	Amount of Security Interest to be Avoided	
		(Creditor)		\$	\$	\$	
	<input type="checkbox"/> Motion <input type="checkbox"/> Plan				Statutory Basis \$	Effective Upon:	

5.4.4 Mortgages to be Avoided Under 11 U.S.C. § 544

The following debts secured by a mortgage will be paid as unsecured claims concurrent with other Class 4 claims. The Debtor or the Trustee shall file an adversary proceeding to determine whether the mortgage may be avoided. To the extent that the Trustee has standing to bring such action, standing is hereby assigned to the Debtor, provided a colorable claim exists that would benefit the estate.

	Name of Creditor	Action to be Filed By	Address of Property	
		<input type="checkbox"/> Debtor <input type="checkbox"/> Trustee		

5.5 CLASS 5 - CLAIMS PAID BY A NON-FILING CO-DEBTOR OR THIRD PARTY

The following claims shall not be paid by the Trustee or the Debtor but shall be paid by a non-filing co-debtor or third party.

	Name of Creditor	Name of Payor	

5.6 CLASS 6 - CLAIMS PAID DIRECTLY BY THE DEBTOR

The following claims shall not be paid by the Trustee but shall be paid directly by the Debtor.

	Name of Creditor	Monthly Payment Amount	
		\$	

6. SURRENDER OF PROPERTY

The Debtor elects to surrender to the creditor the following property that is collateral for the creditor's claim. Upon confirmation of the Plan, the stay under § 362(a) and, if applicable, § 1301(a) shall be terminated as to the surrendered property only. Rule 3015(g)(2).

	Name of Creditor	Description of Property	

7. INTEREST RATE

Unless otherwise stipulated by the parties, ordered by the Court or provided for in this Plan and except for claims treated in paragraph 5.1.1, secured claims shall be paid interest at the annual percentage rate of 6 % based upon a declining monthly balance on the amount of the allowed secured claim. Interest is included in the monthly payment amount. *See Till v. SCS Credit Corp. (In re Till)*, 541 U.S. 465 (2004).

- ☐ **This is a solvent estate.** Unless otherwise provided, all nonpriority unsecured claims shall be paid in full with interest at _____ % from the date of confirmation. If this box is not checked, the estate is presumed to be insolvent.

8. FEDERAL INCOME TAX RETURNS AND REFUNDS

8.1 Federal Income Tax Returns

If requested by the Trustee, the Debtor shall provide the Trustee with a copy of each federal income tax return filed during the Plan term by April 30 of each year.

8.2 Federal Income Tax Refunds

Notwithstanding single/joint tax filing status, the Debtor may annually retain the greater of (1) any earned income tax credit and additional child tax credit or (2) \$3,000 of any federal income tax refund for maintenance and support pursuant to § 1325(b)(2) and shall turnover any balance in excess of such amount to the Trustee. Unless otherwise ordered by the Court, tax refunds turned over to the Trustee shall be distributed by the Trustee for the benefit of creditors. Any motion to retain a tax refund in excess of the amount set forth above shall be filed and served pursuant to LBR 9013-3(b).

9. OTHER DUTIES OF THE DEBTOR

9.1 Change of Address, Employment, Marital Status, or Child or Spousal Support Payments

The Debtor shall fully and timely disclose to the Trustee and file any appropriate notice, application or motion with the Court in the event of any change of the Debtor's address, employment, marital status, or child or spousal support payments.

9.2 Personal Injury, Workers Compensation, Buyout, Severance Package, Lottery Winning, Inheritance, or Any Other Amount

The Debtor shall keep the Trustee informed as to any claim for or expected receipt of money or property regarding personal injury, workers compensation, buyout, severance package, lottery winning, inheritance, or any other funds to which the Debtor may be entitled or becomes entitled to receive. Before the matter can be settled and any funds distributed, the Debtor shall comply with all requirements for filing applications or motions for settlement with the Court as may be required by the Bankruptcy Code, the Bankruptcy Rules or the Local Bankruptcy Rules. Unless otherwise ordered by the Court, these funds shall be distributed by the Trustee for the benefit of creditors.

9.3 Social Security

The Debtor shall keep the Trustee informed as to any claim for or expected receipt of social security funds.

10. INSURANCE

10.1 Insurance Information

As of the petition date, the Debtor's real and personal property is insured as follows.

	Property Address/ Description	Insurance Company	Policy Number	Full/Liability	Agent Name/Contact Information	
	2017 Dodge Grand Caravan	Geico	4276-24-18 -35	Full	1-800-841-3000	
	2013 GMC Sierra	Geico	4276-24-18 -35	Full	1-800-841-3000	

10.2 Casualty Loss Insurance Proceeds (Substitution of Collateral)

If a motor vehicle is deemed to be a total loss while there is still an unpaid claim secured by the motor vehicle, the Debtor shall have the option to use the insurance proceeds to either (1) pay off the balance of the secured claim through the Trustee if the secured creditor is a named loss payee on the policy or (2) upon order of the Court, substitute the collateral by purchasing a replacement motor vehicle. If a replacement motor vehicle is purchased, the motor vehicle shall have a value of not less than the balance of the unpaid secured claim, the Debtor shall ensure that the lien of the creditor is transferred to the replacement motor vehicle, and the Trustee shall continue to pay the allowed secured claim. Unless otherwise ordered by the Court, if any insurance proceeds remain after paying the secured creditor's claim, these funds shall be distributed by the Trustee for the benefit of creditors.

11. EFFECTIVE DATE OF THE PLAN

The effective date of the Plan is the date on which the order confirming the Plan is entered.

12. VESTING OF PROPERTY OF THE ESTATE

Unless checked below, property of the estate does not vest in the Debtor until the discharge is entered. The Debtor shall remain responsible for the preservation and protection of all property of the estate.

☒ Confirmation of the Plan vests all property of the estate in the Debtor in accordance with §§ 1327(b) and (c).

☐ Other _____

13. NONSTANDARD PROVISIONS

The nonstandard provisions listed below are restricted to those items applicable to the particular circumstances of the Debtor. Nonstandard provisions shall not contain a restatement of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules or the Mandatory Chapter 13 Form Plan. Any nonstandard provision placed elsewhere in this Plan is void and shall have no binding effect.

	Nonstandard Provisions	

By filing this Plan, the Debtor, if unrepresented by an attorney, or the Debtor's Attorney certifies that (1) the wording and order of provisions of this Plan are identical to those contained in the Mandatory Form Chapter 13 Plan adopted in this District and (2) this Plan contains no nonstandard provisions other than those set forth in Paragraph 13.

Debtor's Attorney

Date:02/04/20

/s/ Paul J. Minnillo

Paul J. Minnillo (0065744)

MINNILLO & JENKINS Co. LPA

2712 Observatory Avenue

Cincinnati, OH 45208

Ph:(513)723-1600

Fx:(513) 723-1620

pjminnillo@minnillojenkins.com

Debtor

/s/ Dana A. Smith

Date:02/04/20

Joint Debtor

/s/ Stephanie A. Smith

Date:02/04/20

NOTICE OF DEADLINE FOR OBJECTING TO PLAN CONFIRMATION

Debtor has filed a Chapter 13 Plan or an Amended Chapter 13 Plan (collectively, the “Plan”).

Your rights may be affected. You should read the Plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the Court to confirm the Plan, you must file an objection to the Plan **within the later of:** 1) fourteen (14) days after the § 341 meeting of creditors is concluded; **OR** 2) twenty-one (21) days from the date set forth in the certificate of service of this Plan. If a timely objection to the Plan is filed within seven (7) days of the confirmation hearing date, the confirmation hearing will be rescheduled. Rule 3015(f).

Your objection to the Plan, explaining your position, must be filed with the Court and mailed by ordinary U.S. Mail to the United States Bankruptcy Court

Atrium Two Suite 800, 221 East Fourth Street, Cincinnati OH 45202

OR your attorney must file the objection using the Court’s ECF System.

The Court must **receive** your objection on or before the applicable deadline above.

You must also send a copy of your objection either by 1) the Court’s ECF System or by 2) ordinary U.S. Mail to:

Dana and Stephanie Smith, 965 Old U.S. Rte. 52, New Richmond, OH 45157

Paul J. Minnillo, Esq., 2712 Observatory Avenue, Cincinnati, OH, 45208

Margaret A. Burks, Chapter 13 Trustee, 600 Vine St #2200, Cincinnati, OH, 45202

and the United States trustee.

If you or your attorney does not take these steps, the Court may decide that you do not oppose the terms of the Plan and may enter an order confirming the Plan without further hearing or notice.

Certificate of Service

I hereby certify that a copy of the foregoing Plan was served (i) **electronically** on the date of filing through the court's ECF System on all ECF participants registered in this case at the email address registered with the Court and (ii) by **ordinary U.S. Mail** on 02/05/20 addressed to:

Dana and Stephanie Smith, 965 Old U.S. Rte. 52, New Richmond, OH 45157
1st Investors Financial Service, PO Box 255388, Sacramento, CA 95865
Abilities In Motion, 5701 Cheviot Road, Cincinnati, OH 45247
Ability Recovery Services LLC, PO Box 4262, Scranton, PA 18505
ACB Recovery, PO Box 2548, Cincinnati, OH 45201-2548
Acceptance Now, 419 Market Square Drive, Maysville, KY 41056-8000
Adams County Hospital, 230 Medical Center Dr, Seaman, OH 45679
Alliance One, PO Box 3103, Southeastern, PA 19398-3103
American Electric Power, Bankruptcy, 1 AEP Way, Hurricane, WV 25526-1231
Anesthesia Group Practice, PO Box 632572, Cincinnati, OH 45263
Aqua Falls Bottled Water, 7606 Dayton Springfield Rd., Fairborn, OH 45324-1904
Auto Now Acceptance, PO Box 1308, Portsmouth, OH 45662
Bethesda Hospital, PO Box 630823, Cincinnati, OH 45263
Briar Creek Properties LLC, 100 Candlelight Way, Mt. Orab, OH 45154
Business Revenue Systems, Inc., PO Box 579, Burlington, IA 52601
Capio Partners LLC, PO Box 3209, Sherman, TX 75091
Capital One, PO Box 6492, Carol Stream, IL 60197-6492
Carepayment, PO Box 2398, Omaha, NE 68103-2398
Catholic Health Partners, P.O. Box 630827, Cincinnati, OH 45263
CBC, PO Box 5067, Kingsport, TN 37663
CBE Group, PO Box 2217, Waterloo, IA 50704-2217
CBE Group, PO Box 630804, Cincinnati, OH 45263
CCB Credit Services Inc, PO Box 272, Springfield, IL 62705-0272
Charter Communications, 400 Atlantic St., Stamford, CT 06901
Choice Recovery, 1550 Old Henderson Rd. #100, Columbus, OH 43220
Cincinnati Bell, PO Box 748003, Cincinnati, OH 45274
Cincinnati Oral & Maxillofacial, Surgery Assoc Inc, 7140 Miami Ave, Cincinnati, OH 45243
Coast to Coast, 101 Hodencamp Rd, Fleet 120, Thousand Oaks, CA 91360
Collection Associates Inc, PO Box 349, Greensburg, IN 47240-0349
Columbus Radiology, PO Box 714563, Cincinnati, OH 45271-4563
Columbus Radiology, PO Box 713999, Cincinnati, OH 45271
Comcast, PO Box 530098, Atlanta, GA 30353-0098
Controlled Credit Corp., PO Box 5154, Cincinnati, OH 45205-1744
Convergent Outsourcing, PO Box 9004, Renton, WA 98057
Cornerstone Medical Services - Midwest, PO Box 635546, Cincinnati, OH 45263-5546
Credit Adjustments Inc, PO Box 5640, Manchester, NH 03108
Credit One Bank, PO Box 60500, City Of Industry, CA 91716-0500
Diagnostic Radiology Inc, PO Box 1554, Mansfield, OH 44901
DirecTV, PO Box 6414, Carol Stream, IL 60197-6414
Diversified Consultants, PO Box 78626, Phoenix, AZ 85062-8626
Diversified Consultants, PO Box 551268, Jacksonville, FL 32255
Eagle Loan Co of Ohio Inc, 4450 Eastgate Boulevard, Suite 235, Cincinnati, OH 45255
Elastic - Republic Bank, PO Box 950276, Louisville, KY 40295-0276
EMP of Cincinnati, LTD, ATTN # 16291W, PO Box 14000, Belfast, ME 04915-4033
Enterprise Recovery System, Inc., 2000 York Rd., Ste. 114, Oak Brook, IL 60523
F.H. Cann & Associates, Inc., 1600 Osgood Street, Suite 2-120, North Andover, MA 01845

FMS Investment Corp, PO Box 1423, Elk Grove Village, IL 60009
Frontier, PO Box 20550, Rochester, NY 14602-0550
Genesis FS Card Services, PO Box 23039, Columbus, GA 31902-3039
GLA Collection Co., Inc., PO Box 588, Greensburg, IN 47240-0588
Global Lending Services, PO BOX 10437, Greenville, SC 29603
Good Samaritan Hospital, PO Box 20010, Cincinnati, OH 45220-0010
Great Lakes Higher Edu Guaranty Corp., 2401 International Ln., Madison, WI 53704-3192
Group Health, 4600 Wesley Ave Ste N, Cincinnati, OH 45212-2275
Group Health Associates, TriHealth GHA, PO Box 630915, Cincinnati, OH 45263-0915
Harley-Davidson Credit Corp., 1799 Tennessee Ave., Cincinnati, OH 45229
Internal Revenue Service, PO Box 7346, Philadelphia, PA 19101-7346
Kentucky Medical Services, PO Box 1688, Lexington, KY 40588
MBA Law, 3400 Texoma Pky, Ste. 100, Sherman, TX 75092
Medical X-Ray, Inc., PO Box 42456, Cincinnati, OH 45242-0456
Medicount Management Inc., For Village of New Richmond, PO Box 29, Mooresville, NC 28115-0029
Mercy Clermont Hospital, PO Box 630804, Cincinnati, OH 45263
Mercy Emergency Physicians, PO Box 291805, Dayton, OH 45429
Mercy Health, PO BOX 630827, Cincinnati, OH 45263
Mercy Health Anderson Hospital, PO Box 630804, Cincinnati, OH 45263
Mercy Health Cincinnati, 1701 Mercy Health Pl., Cincinnati, OH 45237
Mercy Health Partners, PO Box 630827, Cincinnati, OH 45263-0804
Mercy Health Physicians, PO Box 630584, Cincinnati, OH 45263-0584
Mercy Laboratory Services, PO Box 635963, Cincinnati, OH 45263-5963
Mercy Medical Center, PO Box 951082, Cleveland, OH 44193-0005
Midland Credit Management, 350 Camino De La Reina, Ste. 100, San Diego, CA 92108
MRS Associates, 1930 Olney Avenue, Cherry Hill, NJ 08003
MSB, PO Box 1554, Mansfield, OH 44901
National Payment Center, PO Box 105028, Atlanta, GA 30348-5028
Navient - Education Loan Servicing, P.O. Box 9635, Wilkes Barre, PA 18773-9635
Northeast Radiology Inc, PO Box 42468, Cincinnati, OH 45242
NPAS Inc, PO Box 99400, Louisville, KY 40269
Obstetric Anesthesia Assoc Inc, PO Box 634178, Cincinnati, OH 45263-4178
Ohio Attorney General, Collections Enforcement Section, 150 East Gay Street, 21st Floor, Columbus, OH 43215
Ohio Department of Taxation, Attn: Bankruptcy Division, PO Box 530, Columbus, OH 43216-0530
Outpatient Anesthesia Specialist, PO BOX 634198, Cincinnati, OH 45263
Parson Bishop National Collections, PO Box 43202, Cincinnati, OH 45243-0202
Parson Bishop Services, Inc., PO Box 43202, Cincinnati, OH 45243-0202
Performant Recovery, PO Box 9054, Pleasanton, CA 94566
Personify Financial, Legal Dept., PO Box 500650, San Diego, CA 92150
Phoenix Financial Service, PO Box 361450, Indianapolis, IN 46236
PMAB LLC, PO Box 12150, Charlotte, NC 28220-2150
Portfolio Recovery, 140 Corporate Blvd, Ste. 100, Norfolk, VA 23502
Progressive Leasing, 256 W. Data Drive, Draper, UT 84020
Qualified Emergency Spclst Inc., PO Box 95389, Oklahoma City, OK 73143-5389
RMB, LLC, Attn: Collections, 846 S. High Street, Indianapolis, IN 46206
RMP, LLC, PO Box 349, Greensburg, IN 47240-0349
Rumpke, P.O. Box 538709, Cincinnati, OH 45253
Senex Services, Dept. 7030, PO Box 30516, Lansing, MI 48909
Sim's Furniture, 4468 Eastgate Blvd., Cincinnati, OH 45245
Spectrum, Charter Communications Headquarters, 12405 Powerscourt Dr., Saint Louis, MO 63131
Sprint, 404 Brock Drive, PO Box 3097, Bloomington, IL 61701
State Collection Service Inc, PO Box 6250, Madison, WI 53716-0250
Stephanie B. McCloud, Attorney, 6422 E. Main St., Ste. 203, Reynoldsburg, OH 43068-2302

Synchrony Bank/Value City Furniture, PO Box 965004, Orlando, FL 32896-5004
Tekcollect, PO Box 1269, Columbus, OH 43216
Terry L. Frost, DDS LLC, 701 W. Plane, Bethel, OH 45106
The Brace Shop Prosthetic Ortho, 660 Wessel Drive, Fairfield, OH 45014
The CBE Group, PO BOX 300, Waterloo, IA 50704
The CBE Group, PO Box 2337, Waterloo, IA 50704
The Urology Center LLC, PO Box 701045, Cincinnati, OH 45270
The Urology Group, 2000 Joseph E Sanker Blvd., Cincinnati, OH 45212
Time Warner Cable, PO Box 740201, Cincinnati, OH 45274
Transworld Systems, PO Box 15740, Wilmington, DE 19850
Tri-State Urologic Services PS, 4700 Smith Rd, Suite L, Cincinnati, OH 45212
TriHealth, Patient Accounting Dept., 619 Oak Street, Cincinnati, OH 45206
TriHealth Evendale Hospital, PO Box 630823, Cincinnati, OH 45263
TriHealth SBO, PO Box 630892, Cincinnati, OH 45263
TriHealth TPP, %Controlled Credit Corp, PO Box 5154, Cincinnati, OH 45205
TriState Imaging Medical Group, PO Box 42538, Cincinnati, OH 45242
UC Health, PO Box 630911, Cincinnati, OH 45263-0911
United Consumer Financial Services, PO Box 856290, Louisville, KY 40285
University of Cincinnati Medical Center, 234 Goodman St., Cincinnati, OH 45219
University of Cincinnati Phys. Inc., PO Box 636256, Cincinnati, OH 45263-6256
University Surgical Dental Assoc., PO Box 630579, Cincinnati, OH 45263-0579
US Dept of Education, PO Box 5227, Greenville, TX 75403-5227
Verizon, Bankruptcy Dept., 500 Technology Dr., Ste. 550, Weldon Spring, MO 63304
We Care Medical LLC, PO Box 554, Ashland, KY 41105

and (iii) by method of service as required by Bankruptcy Rule 7004 (specify method)

[Name(s) and Mailing Address(s)]

/s/ Paul J. Minnillo

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